

Kaveh S. Elihu, Esq. (SBN 268249)
Colleen M. Mullen, Esq. (SBN 299059)
EMPLOYEE JUSTICE LEGAL GROUP, P.C.
3055 Wilshire Boulevard, Suite 1100
Los Angeles, California 90010
Telephone: (213) 382-2222
Facsimile: (213) 382-2230

Attorneys for Plaintiff,
JOHN DOE

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

09/20/2021
Clerk of the Court
BY: ANGELICA SUNGA
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,
FOR THE COUNTY OF SAN FRANCISCO, CENTRAL** **CGC-21-595337**

JOHN DOE, an individual,

Case No.:

COMPLAINT FOR DAMAGES FOR:

Plaintiff,

v.

MARK ZUCKERBERG, an individual;
PRISCILLA CHAN, an individual; MPPR
ASSOCIATES, LLC, a California Corporation;
LIAM BOOTH, an individual; MONICA
MOORHOUSE, an individual; BRIAN
MOSTELLER, an individual; ICONIQ CAPITAL,
LLC, a Delaware Corporation; SQUARE SEVEN
MANAGEMENT, LLC, a Delaware Corporation;
LIMITLESS SPECIALTY SERVICES
ASSOCIATES, LLC; a Delaware Corporation;
CZI SERVICES, LLC, aka CHAN
ZUCKERBERG INITIATIVE, LLC, a Delaware
Corporation; WEST SREET, LLC, a Delaware
Corporation; and DOES 1 through 20, inclusive,

Defendants.

- 1. DISCRIMINATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ. ON THE BASIS OF SEX, GENDER IDENTITY OR EXPRESSION, SEXUAL ORIENTATION, (ACTUAL OR PERCEIVED) DISABILITY, AND/OR MEDICAL CONDITION;**
- 2. HARASSMENT IN VIOLATION OF GOV'T CODE §§12940 ET SEQ. ON THE BASIS OF SEX, GENDER IDENTITY OR EXPRESSION, SEXUAL ORIENTATION, (ACTUAL OR PERCEIVED) DISABILITY, AND/OR MEDICAL CONDITION;**
- 3. UNLAWFUL RETALIATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.;**
- 4. FAILURE TO PROVIDE REASONABLE ACCOMMODATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**
- 5. FAILURE TO ENGAGE IN A GOOD FAITH INTERACTIVE PROCESS IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**
- 6. FAILURE TO PREVENT DISCRIMINATION, HARASSMENT AND RETALIATION IN VIOLATION OF GOV'T CODE §12940(k);**
- 7. FOR DECLARATORY JUDGMENT;**
- 8. FAILURE TO PAY WAGES (CAL.**

LABOR CODE §§ 201, 1182.12, 1194, 1194.2)

9. FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§ 510, 1194)

10. FAILURE TO PROVIDE REST PERIODS (CAL. LAB. CODE § 226.7)

11. FAILURE TO PROVIDE MEAL PERIODS

12. FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS (CAL. LABOR CODE § 226, ET SEQ.)

13. WAITING TIME PENALTIES (CAL LABOR CODE §§ 201-203)

14. UNFAIR COMPETITION (CAL. BUS. & PROF. CODE § 17200)

[DEMAND FOR JURY TRIAL]

COMES NOW PLAINTIFF, JOHN DOE, and for causes of action against the Defendants and each of them, alleges as follows:

INTRODUCTION

1. Throughout the course of his employment at MPPR Associations, LLC, on behalf of the Zuckerberg family along with the other identified corporate entities, from approximately January 2017 through March 2019, Plaintiff John Doe was subjected to a continuing pattern of harassment and discrimination by senior managers and personnel at MPPR Associates, LLC, based on his sex, gender identity, sexual orientation, disability and/or medical condition. Plaintiff was unlawfully insulted, ridiculed, demeaned, groped, propositioned, and sexually assaulted. Defendants were aware of this misconduct. Indeed, Plaintiff was assaulted and groped while at a company dinner hosted by Defendants in front of multiple witnesses and other employees. No action was taken. Worse still, Defendants engaged in a campaign of retaliation against Plaintiff when he raised complaints against his supervisors. Rather than initiate an investigation or substantively address Plaintiff's complaints, Defendants' unlawful actions continued unabated. Plaintiff, already suffering from a serious medical condition, could no longer endure the hostile work environment he was subjected to and was constructively terminated in or about March 2019. Defendants' egregious pattern of harassment and discrimination caused Plaintiff severe emotional distress, distress which Plaintiff continues to struggle with today.

1
2 **JURISDICTION**

3 2. This Court has personal jurisdiction over Defendants because they are residents of
4 and/or do business in California.

5 3. Venue is proper in this Court in accordance with Section 395(a) of the California Code
6 of Civil Procedure because (a) the Defendants, or some of them, reside in San Francisco County
7 and/or (b) the injuries occurred in San Francisco County.

8 **PARTIES**

9 4. Plaintiff, JOHN DOE, (hereinafter referred to as "Plaintiff"), is and at all times relevant
10 hereto was a resident of the State of California. Plaintiff files this Complaint under a pseudonym in
11 order to protect his identity because this Complaint makes allegations concerning sensitive medical
12 information and disclosure of Plaintiff's name publicly will cause further harm to him. Plaintiff is an
13 openly gay man and a person with a disability as defined by Government Code §§ 12926(k) and (m).
14 At all times herein mentioned, Plaintiff was entitled to the protection of Government Code §§ 12940,
15 *et seq.*

16 5. Plaintiff is informed and believes, and based thereupon alleges, that at all times
17 relevant hereto, Defendant MPPR Associates, LLC (hereinafter referred to as "MPPR") was and is a
18 California corporation. On information and belief, MPPR oversees property operations and
19 management for the Zuckerberg family.

20 6. At all times herein, Defendant MPPR was Plaintiff's employer within the meaning of
21 Government Code §§12926, subdivision (d), 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and
22 12950, and regularly employed five (5) or more persons and are therefore subject to the jurisdiction of
23 this court.

24 7. At all relevant times herein, Defendant MPPR was Plaintiff's employer within the
25 meaning of the Labor Code and Industrial Welfare Commission Order No. 15-2001.

26 8. Plaintiff is informed and believes, and based thereupon alleges, that at all times
27 relevant hereto, Defendant BRIAN MOSTELLER (hereinafter referred to as "Mosteller") was, at all
28 relevant times herein, an individual residing in the County of San Francisco, State of California, and

1 was a supervisory or managerial employee of MPPR or operated with the apparent authority of
2 MPPR. On information and belief, MOSTELLER was a manager and/or supervisor of MPPR, acting
3 as a managing agent for MPPR; was acting within the course and scope of his employment, and on
4 behalf of MPPR such that his acts or omissions are imputed to MPPR under the doctrine of
5 *respondeat superior*; or, alternatively, at all times relevant to this action, MPPR cloaked
6 MOSTELLER with the appearance of actual authority, such that Plaintiff was justified in relying
7 thereon, and therefore his acts or omissions are imputed to MPPR under the doctrine of *respondeat*
8 *superior*.

9 9. Plaintiff is informed and believes that ICONIQ CAPITAL, LLC, (hereinafter referred
10 to as “ICONIQ”) is a Delaware Corporation with members/partners/owners who are citizens of the
11 State of California. On information and belief, ICONIQ provided human resource services to MPPR
12 and, at all relevant times herein, acted as a joint employer of Plaintiff. Plaintiff is informed and
13 believes that ICONIQ manages and/or controls MPPR, LIMITLESS, SQUARE SEVEN, WEST
14 STREET, and CZI and, at all relevant times herein, acted as a joint employer of Plaintiff.

15 10. Plaintiff is informed and believes, and based thereupon alleges, that at all times
16 relevant hereto, Defendant MONICA MOORHOUSE (hereinafter referred to as “Moorhouse”) was, at
17 all relevant times herein, an individual residing in the County of San Francisco, State of California.
18 MOORHOUSE employed by ICONIQ and acted as Human Resources for MPPR, and operated with
19 the apparent authority of MPPR and/or ICONIQ. On information and belief, Moorhouse was a
20 manager and/or supervisor of ICONIQ, acting as a managing agent for ICONIQ; was acting within the
21 course and scope of her employment, and on behalf of ICONIQ such that her acts or omissions are
22 imputed to ICONIQ under the doctrine of *respondeat superior*; or, alternatively, at all times relevant
23 to this action, ICONIQ cloaked Moorhouse with the appearance of actual authority, such that Plaintiff
24 was justified in relying thereon, and therefore her acts or omissions are imputed to ICONIQ under the
25 doctrine of *respondeat superior*.

26 11. Plaintiff is informed and believes that LIMITLESS SPECIALTY SERVICES
27 ASSOCIATES, LLC (hereinafter referred “LIMITLESS”) is a Delaware Corporation with
28 members/partners/owners who are citizens of the State of California. On information and belief,

1 LIMITLESS provided security services for the Zuckerberg family and, at all relevant times herein,
2 acted as a joint employer of Plaintiff. Plaintiff is informed and believes that LIMITLESS manages
3 and/or controls MPPR, ICONIQ, SQUARE SEVEN, WEST STREET, and CZI and, at all relevant
4 times herein, acted as a joint employer of Plaintiff.

5 12. Plaintiff is informed and believes, and based thereupon alleges, that at all times
6 relevant hereto, Defendant LIAM BOOTH (hereinafter referred to as "BOOTH") was an individual
7 residing in the County of San Francisco, State of California, and was a supervisory or managerial
8 employee of LIMITLESS or operated with the apparent authority of LIMITLESS. On information and
9 belief, Booth was a manager and/or supervisor of LIMITLESS, acting as a managing agent for
10 LIMITLESS; was acting within the course and scope of his employment, and on behalf of
11 LIMITLESS such that his acts or omissions are imputed to LIMITLESS under the doctrine of
12 *respondeat superior*; or, alternatively, at all times relevant to this action, LIMITLESS cloaked Booth
13 with the appearance of actual authority, such that Plaintiff was justified in relying thereon, and
14 therefore his acts or omissions are imputed to LIMITLESS under the doctrine of *respondeat superior*.

15 13. Plaintiff is informed and believes that SQUARE SEVEN MANAGEMENT, LLC,
16 (hereinafter referred to as "SQUARE SEVEN") is a Delaware Corporation with
17 members/partners/owners who are citizens of the State of California. Plaintiff is informed and believes
18 that SQUARE SEVEN manages and/or controls MPPR, LIMITLESS, ICONIQ, WEST STREET, and
19 CZI and, at all relevant times herein, acted as a joint employer of Plaintiff.

20 14. Plaintiff is informed and believes that CZI SERVICES, LLC, aka CHAN
21 ZUCKERBERG INITIATIVE, (hereinafter referred to as "CZI") is a Delaware Corporation with
22 members/partners/owners who are citizens of the State of California. Plaintiff is informed and believes
23 that CZI manages and/or controls MPPR, ICONIQ, LIMITLESS, SQUARE SEVEN, WEST STREET
24 and, at all relevant times herein, acted as a joint employer of Plaintiff.

25 15. Plaintiff is informed and believes, and based thereupon alleges, that at all times
26 relevant hereto, Defendant MARK ZUCKERBERG was and is an individual resident of the County of
27 Santa Clara, State of California. On information and belief, ZUCKERBERG was a CEO and/or an
28

owner, director, officer, or managing agent of Defendant CZI SERVICES, LLC, therefore his acts or omissions are imputed to him under the A Fair Day's Pay Act.

16. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant PRISCILLA CHAN was and is an individual resident of the County of Santa Clara, State of California. On information and belief, CHAN was a CEO and/or an owner, director, officer, or managing agent of Defendant CZI SERVICES, LLC, therefore her acts or omissions are imputed to her under the A Fair Day's Pay Act.

17. The A Fair Day's Pay Act amends the Labor Code and adds section 558.1, which expressly defines "employer or other person acting on behalf of an employer" to include a "natural person who is an owner, director, officer, or managing agent of the employer." As a result, an employee is allowed to bring wage and hour claims against the corporate owners, directors, officers, or managing agents (e.g., department supervisors, payroll managers, human resources managers, other employees with the authority to transact on behalf of the business) who violate or cause to be violated various wage and hour laws in the Labor Code and name them as individual defendants in a lawsuit. As a result, individual corporate defendants are no longer immunized from personal liability for wage and hour violations.

18. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants named herein as DOES 1 through 20, inclusive, are unknown to Plaintiff at this time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this Complaint to insert the true names and capacities of said Defendants when the same become known to Plaintiff. Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff as alleged hereinafter.

19. ZUCKERBERG, CHAN, MPPR, LIMITLESS, ICONIQ, SQUARE SEVEN, CZI, BOOTH, MOORHOUSE, MOSTELLER, and DOES 1 through 20 are referred to collectively as the "Defendants."

20. MPPR, LIMITLESS, WEST STREET, ICONIQ, SQUARE SEVEN, and CZI are hereinafter referred to as "Corporate Defendants."

1 21. Plaintiff is informed and believes, and based thereupon alleges, that at all times
2 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
3 supervisors, coconspirators, parent corporation, joint employers, alter ego, and/or joint ventures of the
4 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
5 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
6 and/or joint venture and with the permission and consent of each of the other Defendants.

7 22. Whenever and wherever reference is made in this Complaint to any act or failure to act
8 by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the
9 acts and/or failures to act by each Defendant acting individually, jointly and severally.

10 23. On December 17, 2019, Plaintiff filed complaints under Government Code §§12940, et
11 seq., the California Fair Employment and Housing Act (hereinafter referred to as the “FEHA”) with
12 the California Department of Fair Employment and Housing (hereinafter referred to as the “DFEH”),
13 and has satisfied his administrative prerequisites with respect to these and all related filings. As a
14 result, on April 6, 2021, Plaintiff received a Notice of Case Closure and Right to Sue Letter from the
15 DFEH. Plaintiff thereafter amended his DFEH complaint on August 23, 2021. As stated in the
16 amended Right-to-Sue letter, the amended DFEH complaint is deemed to have the same filing date as
17 the original DFEH complaint per California Code of Regulations, Tit. 2 § 10022.

18 **ALTER EGO, AGENCY AND JOINT EMPLOYER**

19 24. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
20 unity of interest and ownership between Defendants and DOES 1 through 20 that the individuality and
21 separateness of Defendants have ceased to exist.

22 25. Plaintiff is informed and believes, and based thereon alleges, that despite the formation
23 of purported corporate existence, Defendants and DOES 1 through 20 are, in reality, one and the same
24 as Defendants, including, but not limited to because:

25 a. Defendants are completely dominated and controlled by DOES 1 through 20, who
26 personally committed the frauds and violated the laws as set forth in this complaint, and who have
27 hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or accomplish
28 some other wrongful or inequitable purpose.

1 b. DOES 1 through 20 derive actual and significant monetary benefits by and
2 through Defendants' unlawful conduct, and by using Defendants as the funding source for their own
3 personal expenditures.

4 c. Plaintiff is informed and believes that Defendants and DOES 1 through 20, while
5 really one and the same, were segregated to appear as though separate and distinct for purposes of
6 perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or inequitable
7 purpose.

8 d. Plaintiff is informed and believes that Defendants do not comply with all requisite
9 corporate formalities to maintain a legal and separate corporate existence.

10 e. Plaintiff is informed and believes, and based thereon alleges, that the business
11 affairs of Defendants and DOES 1 through 20 are, and at all times relevant were, so mixed and
12 intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion.
13 Defendants are, and at all times relevant hereto was, used by DOES 1 through 20 as a mere shell and
14 conduit for the conduct of certain of Defendants' affairs, and is, and was, the alter ego of DOES 1
15 through 20. The recognition of the separate existence of Defendants would not promote justice, in that it
16 would permit Defendants to insulate themselves from liability to Plaintiff for violations of the
17 Government Code, Civil Code, Labor Code, and other statutory violations. The corporate existence of
18 Defendants and DOES 1 through 20 should be disregarded in equity and for the ends of justice because
19 such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

20 26. Accordingly, Defendants constitute the alter ego of DOES 1 through 20, and the fiction
21 of their separate corporate existence must be disregarded.

22 27. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
23 thereon alleges that Defendants and DOES 1 through 20 are Plaintiff's joint employers by virtue of a
24 joint enterprise, and that Plaintiff was an employee of Defendants and DOES 1 through 20. Plaintiff
25 performed services for each and every one of Defendants, and to the mutual benefit of all Defendants,
26 and all Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the
27 manner in which Defendants' business was and is conducted.

1 **FACTUAL ALLEGATIONS**

2 **WAGE AND HOUR ALLEGATIONS**

3 28. In or around January 2017, Plaintiff was hired full-time and eventually assumed the
4 title as Household Operations Manager. He was responsible for overseeing and managing various
5 properties for the Zuckerberg family. In this capacity, Plaintiff personalized and tailored each hotel,
6 property, and residence to the Zuckerberg family's specific aesthetic, design, and general comfort
7 preferences. Plaintiff estimates he spent a mere twenty percent of his employment working at his desk;
8 thus, Plaintiff's primary job duties involved traveling, cataloging furniture, and performing various
9 household and menial labor tasks among the properties.

10 29. Plaintiff reported directly to MOSTELLER. Plaintiff needed final approval from
11 MOSTELLER on any and all expenditures, making any personnel management decisions (including
12 disciplining and/or hiring or firing other workers), choosing among various subcontractors to perform
13 tasks from a pre-approved list, and prioritizing various project assignments. Plaintiff did not exercise
14 significant discretion or independent judgment in the performance of his duties and responsibilities;
15 Plaintiff's work was closely supervised at all times by MOSTELLER.

16 30. Defendants never informed Plaintiff there were any requirements, such as any
17 specialized skill, training, certification, to perform his job.

18 31. During Plaintiff's employment, Defendants wrongfully considered Plaintiff as an
19 exempt employee. Defendants never interviewed Plaintiff to ascertain if the work he performed met
20 any exemption criteria.

21 32. At all relevant times herein, Plaintiff had often worked more than forty (40) hours per
22 week and more than eight (8) hours per day, for which he was never compensated. Indeed, on multiple
23 occasions, Plaintiff reported to MOSTELLER that he had been forced to work seventeen (17)-hour
24 days to prepare a property prior to the Zuckerbergs' arrival. On yet another project, Plaintiff worked
25 from approximately 7:00am to 2:00am the following morning for approximately eleven days in a row.
26 Defendants were aware of Plaintiff's hours. Defendants failed to compensate Plaintiff for this
27 overtime.

1 33. Defendants further failed to provide Plaintiff with uninterrupted thirty (30) minute
2 meal periods for every day he worked more than five (5) hours or a second meal period for every day
3 on which he worked more than ten (10) hours throughout Plaintiff's employment. Defendants failed to
4 provide Plaintiff uninterrupted ten (10) minute rest periods for every day on which he worked more
5 than three-and-a-half (3 ½ hours), a second rest period for every day on which he worked more than
6 six (6) hours, or a third rest period for every day on which he worked more than ten (10) hours.

7 34. Due to the nature of Plaintiff's work, Plaintiff was rarely, if ever, afforded an
8 opportunity to take meal or rest breaks throughout his employment. Defendants failed to compensate
9 Plaintiff for missed meal and rest periods.

10 35. At all relevant times herein, Defendants knowingly and intentionally failed to furnish
11 Plaintiff with timely and accurate itemized wage statements. Plaintiff was injured by Defendants'
12 failure to furnish timely and accurate itemized wage statements in that Plaintiff was unable to
13 determine the true amount of wages he earned and the amount of wages remaining to be paid.

14 **HARASSMENT, DISCRIMINATION, AND RETALIATION ALLEGATIONS**

15 36. In or around May 2017, Plaintiff first notified MOSTELLER about his disabilities,
16 including his diagnoses of epilepsy and other sensitive medical illnesses. Given his underlying
17 conditions, Plaintiff had developed weakness in his left leg, a tremor in his hand, a minor speech
18 impediment, and weakness in his facial muscles that made Plaintiff's face appear to droop. These
19 symptoms worsened when Plaintiff worked overly long hours. Plaintiff explained to MOSTELLER
20 that Plaintiff needed to avoid carrying heavy and/or large items and needed to take small breaks when
21 forced to work long hours. No specific actions were taken to accommodate Plaintiff's disabilities.

22 37. Beginning in or around January 2018, Plaintiff began working on the Zuckerbergs'
23 Montana Estate. Despite previously notifying MOSTELLER about his disability, Plaintiff was forced
24 to work extremely long hours and carry heavy items.

25 38. Following his return from Montana, Plaintiff met with MOSTELLER to again request
26 accommodations for his disabilities. No specific actions were taken to accommodate Plaintiff's
27 disabilities.

1 39. In or around May 2018, Plaintiff travelled to Montana on another occasion to prepare
2 the Estate. Thereafter, Plaintiff again attempted to discuss the accommodations he required with
3 MOSTELLER. Specifically, Plaintiff discussed the amount of tedious, physical labor, including lifting
4 heavy items, that he was required to undertake during the May 2018 Montana trip. No specific actions
5 were taken to accommodate Plaintiff's disabilities.

6 40. In June 2018, Plaintiff travelled to Tahoe, California to prepare a property for the
7 Zuckerberg family. During this time, Plaintiff began experiencing additional health problems, which
8 he reported to MOSTELLER. Despite voicing his need for additional accommodations, Plaintiff was
9 forced to work incredibly long hours and perform arduous physical labor. For example, Plaintiff had
10 to climb a ladder perched over a bathtub to install curtains. Such a task is extremely dangerous for
11 Plaintiff, an epileptic who occasionally experienced tremors and weakness in his hands and legs.

12 41. At all relevant times, Plaintiff was able to perform the core tasks of his job. However,
13 Plaintiff explained to MOSTELLER that, due to his disabilities, Plaintiff required advance notice of
14 his projects, could not perform certain physical tasks such as climbing ladders or carrying heavy items
15 that posed a particular danger to Plaintiff due to his epilepsy and other disabilities, and needed to be
16 able to take appropriate breaks when the work permitted.

17 42. Despite the reasonable nature of the requests, Plaintiff was not provided such
18 accommodations nor did Defendants engage in a good faith interactive process to determine how to
19 appropriately accommodate Plaintiff's disabilities.

20 43. In or around the summer of 2018, Plaintiff disclosed his disabilities, including his
21 epilepsy, directly to MOORHOUSE. Plaintiff explained how the long, uninterrupted hours of work
22 without breaks exacerbated his conditions. Further, Plaintiff explained how he could not perform
23 certain physical tasks such as climbing ladders and/or carrying heavy objects, as such tasks posed a
24 particular danger to Plaintiff due to his epilepsy and other conditions. Plaintiff complained that
25 MOSTELLER had failed to adequately address and/or accommodate Plaintiff's accommodations.

26 44. On information and belief, MOORHOUSE thereafter failed to investigate Plaintiff's
27 complaints about MOSTELLER, failed to engage in the interactive process, and merely referred
28 Plaintiff back to MOSTELLER.

1 45. In or around July 2018, Plaintiff attended an event hosted by MPPR at a sushi
2 restaurant. Multiple supervisors were present at the event, as well as other employees who worked
3 closely with the Zuckerberg family.

4 46. During this event, LIAM BOOTH directed a sexually-specific gesture toward Plaintiff
5 while commenting about the “raw” food at the restaurant. Plaintiff reasonably understood BOOTH’s
6 inappropriate comment to be homophobic in nature. BOOTH then slapped Plaintiff’s groin while
7 walking past him. Plaintiff immediately denounced BOOTH’s actions. BOOTH, ignoring Plaintiff’s
8 pleas to stop, groped Plaintiff’s buttocks and made yet another graphic sexual innuendo directed
9 toward Plaintiff later that evening.

10 47. BOOTH brazenly assaulted and harassed Plaintiff in front of other employees,
11 managers, and agents of MPPR. On information and belief, MPPR failed to initiate an immediate
12 investigation into BOOTH’s egregious assault of Plaintiff and failed to take reasonable measures to
13 protect Plaintiff from further harassment.

14 48. In or around October 2018, BOOTH and Plaintiff traveled to Montana to continue
15 work on the Zuckerbergs’ estate. During this trip, BOOTH groped Plaintiff’s buttocks and continued
16 to mock Plaintiff’s sexuality. BOOTH commented that Plaintiff should stay in a nearby room so that
17 BOOTH could sneak into Plaintiff’s room at night. BOOTH further joked that he preferred to be “on
18 top” – yet another explicit comment referencing Plaintiff’s sexuality. During this same trip, BOOTH
19 then climbed into a bed and imitated lewd sex acts in front of Plaintiff and several other MPPR
20 employees to purportedly “mark his territory.”

21 49. BOOTH’s harassment continued unabated throughout Plaintiff’s employment. BOOTH
22 repeatedly directed Plaintiff to address various issues with female employees because Plaintiff was “a
23 gay,” which supposedly made Plaintiff more adept to converse with women. Further, BOOTH used
24 derogatory language and intentionally mis-gendered a transgendered employee, opting instead to refer
25 to this employee as “it.” Plaintiff was made aware that BOOTH also mocked homosexual employees
26 by parading around the office with a limp wrist and using the offensive term, “fag,” to refer to
27 homosexual employees. The comments, addressed to, made about, and made in the presence of
28

1 Plaintiff, created a work environment that was hostile to those employees, like Plaintiff, who identify
2 themselves as part of the LGBTQ+ community.

3 50. In or around November 2018, Plaintiff complained to MOORHOUSE about the lack of
4 accommodations and continued harassment. Plaintiff disclosed to MOORHOUSE additional
5 information about his sensitive medical condition and explained that the lack of accommodations
6 afforded to him critically affected his health. Plaintiff further disclosed other labor code violations
7 perpetuated by MOSTELLER to MOORHOUSE, including the fact that MOSTELLER and/or
8 BOOTH had been refusing to approve overtime for hourly employees.

9 51. Rather than initiate an investigation or in any way address Plaintiff's substantive
10 complaints, MOORHOUSE characterized Plaintiff's complaints as mere "gossip" and accused
11 Plaintiff of insubordination.

12 52. Thereafter, Plaintiff was informed that MOORHOUSE had shared his private,
13 confidential medical information to other employees. Plaintiff became aware that BOOTH repeatedly
14 expressed open disgust and derogatory remarks regarding Plaintiff's sensitive medical condition. Both
15 MOORHOUSE's conduct in sharing his medical information and BOOTH's derogatory comments
16 regarding Plaintiff's sensitive medical condition constituted further unlawful harassment and
17 contributed to the hostile work environment toward Plaintiff.

18 53. On or about the week of December 16, 2018, Plaintiff escalated his complaints to
19 senior managers and senior human resources personnel for Defendants. Plaintiff specifically
20 complained about BOOTH's harassment, homophobic slurs, sexual innuendos, and multiple assaults;
21 MOORHOUSE's lack of response to Plaintiff's prior complaints; as well as the ongoing issues
22 regarding MOSTELLER's failure to accommodate Plaintiff's disabilities. On information and belief,
23 no investigation was initiated in response to Plaintiff's complaints.

24 54. On or around December 18, 2018, Defendants retaliated against Plaintiff and accused
25 him of violating company's policies. Though Plaintiff adamantly denied the accusations made against
26 him, Defendants threatened to terminate Plaintiff. Later that evening and as a direct result of the
27 campaign of retaliation and hostile work environment against him, Plaintiff suffered a seizure that
28 required medical treatment.

1 55. On or about December 19, 2018, Plaintiff was placed on medical leave.

2 56. Notwithstanding Plaintiff's medical leave, Defendants continued to reach out to
3 Plaintiff to participate in the personnel review of MOSTELLER. On or about February 18, 2019,
4 Plaintiff submitted a detailed review of MOSTELLER, which repeated Plaintiff's prior unaddressed
5 complaints against MOSTELLER, including his failure to accommodate Plaintiff's disabilities.

6 57. Thereafter, MOSTELLER retaliated against Plaintiff by sending harassing,
7 inappropriate text messages to Plaintiff during his medical leave. Indeed, without any provocation or
8 context, MOSTELLER once texted Plaintiff the words "gay," "health" and "absence" during
9 Plaintiff's medical leave.

10 58. On or about February 18, 2019, Plaintiff complained to senior management regarding
11 his concerns of retaliation from MOSTELLER, MOORHOUSE, and BOOTH. On information and
12 belief, no action was taken.

13 59. On or about February 22, 2019, Plaintiff directly emailed Mark Zuckerberg and
14 Priscilla Chan - director, managers, and/or controlling members of CZI Services - regarding his
15 complaints. Because all of the work was performed on behalf of the Zuckerbergs, Plaintiff reasonably
16 understood that the Zuckerbergs were in a position to respond to, control, and address his complaints.

17 60. On February 26, 2019, Plaintiff's submitted an updated work status report from his
18 treating physician to MOSTELLER and MOORHOUSE. Plaintiff's medical leave was extended
19 through March 15, 2019. Thereafter, Plaintiff was placed on a modified work order that limited
20 Plaintiff's work day to five to six hours and required Plaintiff to work from home one to two days
21 each week. Plaintiff's modified work restrictions were ordered through May 31, 2019.

22 61. In response, Defendants offered Plaintiff a severance. Defendants made no efforts to
23 engage in the interactive process with Plaintiff before they sought to terminate Plaintiff. Plaintiff
24 reasonably understood from Defendants' severance offer that his future at the company was in
25 jeopardy following his medical leave and his repeated complaints against the hostile work
26 environment, unlawful retaliation, and refusal to accommodate his disabilities.

27 62. On March 16, 2019, Plaintiff was constructively terminated.
28

1 63. Defendants' conduct described herein was undertaken, authorized, and/or ratified by
2 Defendants' officers and/or managing agents, including, but not limited to those identified herein as
3 DOES 1 through 20, who were authorized and empowered to make decisions that reflect and/or create
4 policy for Defendants. The aforementioned conduct of said managing agents and individuals was
5 therefore ratified and undertaken on behalf of Defendants. Defendants further had advance knowledge
6 of the actions and conduct of said individuals whose actions and conduct were ratified, authorized,
7 and approved by managing agents whose precise identities are unknown to Plaintiff at this time and
8 are therefore identified and designated herein as DOES 1 through 20, inclusive.

9 64. As a result of Defendants' actions, Plaintiff has suffered and will continue to suffer
10 general and special damages, including severe and profound pain and emotional distress, anxiety,
11 depression, headaches, tension, and other physical ailments and/or exacerbation of underlying health
12 conditions, as well as medical expenses, expenses for psychological counseling and treatment, and
13 past and future lost wages and benefits.

14 65. As a result of the above, Plaintiff is entitled to past and future lost wages, bonuses,
15 commissions, and benefits.

16 66. Plaintiff claims general damages for emotional and mental distress and aggravation in a
17 sum in excess of the jurisdictional minimum of this court.

18 67. Because the acts taken toward Plaintiff were carried out by managerial employees
19 acting in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's
20 rights and in order to injure and damage him, Plaintiff requests that punitive damages be levied
21 against Defendants and each of them, in sums in excess of the jurisdictional minimum of this court.

22 **FIRST CAUSE OF ACTION**

23 **BY PLAINTIFF**

24 **FOR DISCRIMINATION IN VIOLATION OF GOV'T CODE §§ 12940 ET SEQ.**

25 **AGAINST CORPORATE DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

26 68. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as
27 though fully set herein.

1 69. At all times hereto, the FEHA was in full force and effect and was binding upon
2 Defendants and each of them.

3 70. As such term is used under FEHA, “on the bases enumerated in this part” means or
4 refers to discrimination on the bases of one or more of the protected characteristics under FEHA.

5 71. FEHA requires Defendants to refrain from discriminating against an employee on the
6 basis of engagement in protected activity, actual or perceived disability, medical condition, gender
7 identity or expression, sex – gender and sexual orientation from occurring. Moreover, FEHA makes it
8 unlawful to aid and abet such discrimination.

9 72. Plaintiff was a member of multiple protected classes as an openly gay, disabled person
10 engaged in protected activity.

11 73. At all times relevant hereto, Plaintiff was performing competently in the position he
12 held with Defendants.

13 74. Plaintiff suffered the adverse employment actions of discrimination, harassment,
14 retaliation, denied a work environment free of discrimination and/or retaliation, denied medical leave,
15 denied reasonable accommodation, denied work opportunities or assignments, was forced to quit and
16 was harmed thereby.

17 75. Plaintiff is informed and believes that his ancestry, association with a member of a
18 protected class, engagement in protected activity, actual or perceived disability, medical condition,
19 gender identity or expression, sex – gender and sexual orientation, and/or some combination of these
20 protected characteristics under Government Code § 12926(j) were motivating reasons and/or factors in
21 the decisions to subject Plaintiff to the aforementioned adverse employment actions.

22 76. Said conduct violates the FEHA, and such violations were proximate causes in
23 Plaintiff’s damage as stated below.

24 77. Each corporate Defendant – MPPR, WEST STREET, LIMITLESS, CZI, SQUARE
25 SEVEN, and ICONIQ – were joint employers of Plaintiff and/or knowingly aided and abetted and
26 substantially encouraged the unlawful discrimination committed by MPPR, LIMITLESS, and/or the
27 individual Defendants who were directors, managers, and supervisors of Corporate Defendants.

28 78. The damage allegations above, inclusive, are herein incorporated by reference.

1 79. The foregoing conduct of Defendants individually, or by and through their managing
2 agents, was intended by Defendants to cause injury to Plaintiff or was despicable conduct carried on
3 by Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to
4 cruel and unjust hardship in conscious disregard of Plaintiff's right to be free from interference by
5 threats, intimidation, or coercion, or attempts to interfere by threats, intimidation, or coercion, such as
6 to constitute malice, oppression, or fraud under Civil Code § 3294, thereby entitling Plaintiff to
7 punitive damages in an amount appropriate to punish or make an example of Defendants.

8 80. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of
9 attorneys' fees and costs, including expert fees pursuant to the FEHA.

10 **SECOND CAUSE OF ACTION**

11 **BY PLAINTIFF**

12 **FOR HARASSMENT IN VIOLATION OF GOV'T CODE §§ 12940 ET SEQ.**

13 **AGAINST CORPORATE DEFENDANTS, MOORHOUSE, BOOTH, MOSTELLER, AND**

14 **DOES 1 THROUGH 20, INCLUSIVE**

15 81. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as
16 though fully set herein.

17 82. At all times hereto, the FEHA was in full force and effect and was binding upon
18 Defendants and each of them.

19 83. As such term is used under FEHA, "on the bases enumerated in this part" means or
20 refers to harassment on the bases of one or more of the protected characteristics under FEHA.

21 84. These laws set forth in the preceding paragraph require Defendants to refrain from
22 harassing, or creating, or maintaining a hostile work environment against an employee based upon a
23 engagement in protected activity, actual or perceived disability, medical condition, gender identity or
24 expression, sex – gender and sexual orientation, as set forth hereinabove, which includes an obligation
25 to protect its employees from third party harassment to which the employee is subjected at work.

26 85. Defendants' harassing conduct was severe or pervasive, was unwelcome by Plaintiff,
27 and a reasonable person in Plaintiff's circumstances would have considered the work environment to
28 be hostile or abusive.

1 86. Defendants violated the FEHA and the public policy of the State of California which is
2 embodied in the FEHA by creating a hostile work environment and harassing Plaintiff because of his
3 engagement in protected activity, actual or perceived disability, medical condition, gender identity or
4 expression, sex – gender and sexual orientation from occurring and/or some combination of these
5 protected characteristics, as set forth hereinabove.

6 87. The above said acts were perpetrated upon Plaintiff by a supervisor, and/or Defendants
7 knew or should have known of the conduct but failed to take immediate and appropriate corrective
8 action.

9 88. The above said acts of Defendants constitute violations of the FEHA and violations of
10 the public policy of the State of California. Such violations were proximate causes in Plaintiff's
11 damage as stated below.

12 89. Each corporate Defendant – MPPR, WEST STREET, LIMITLESS, CZI, SQUARE
13 SEVEN, and ICONIQ – were joint employers of Plaintiff and/or knowingly aided and abetted and
14 substantially encouraged the unlawful discrimination committed by MPPR, LIMITLESS, and/or the
15 individual Defendants who were directors, managers, and supervisors of Corporate Defendants.

16 90. The damage allegations above, inclusive, are herein incorporated by reference.

17 91. The foregoing conduct of Defendants individually, or by and through their managing
18 agents, was intended by Defendants to cause injury to Plaintiff or was despicable conduct carried on
19 by Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to
20 cruel and unjust hardship in conscious disregard of Plaintiff's right to be free from interference by
21 threats, intimidation, or coercion, or attempts to interfere by threats, intimidation, or coercion, such as
22 to constitute malice, oppression, or fraud under Civil Code § 3294, thereby entitling Plaintiff to
23 punitive damages in an amount appropriate to punish or make an example of Defendants.

24 92. Pursuant to Government Code § 12965(b), Plaintiff requests a reasonable award of
25 attorneys' fees and costs, including expert fees pursuant to the FEHA.

1 **THIRD CAUSE OF ACTION**

2 **BY PLAINTIFF**

3 **FOR RETALIATION IN VIOLATION OF GOV'T CODE §§ 12940 *ET SEQ.***

4 **AGAINST CORPORATE DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

5 93. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as
6 though fully set herein.

7 94. At all times hereto, the FEHA was in full force and effect and was binding upon
8 Defendants and each of them.

9 95. These laws set forth in the preceding paragraph require Defendants to refrain from
10 retaliating against an employee for engaging in protected activities.

11 96. Plaintiff engaged in the protected activities of exercising his right of protesting
12 Defendants' discriminatory and harassing conduct towards Plaintiff based upon engagement in
13 protected activity, actual or perceived disability, medical condition, gender identity or expression, sex
14 – gender and sexual orientation.

15 97. Plaintiff suffered the adverse employment action of discrimination, harassment,
16 retaliation, demoted, denied a work environment free of discrimination and/or retaliation, denied work
17 opportunities or assignments, forced to quit and was harmed thereby.

18 98. Plaintiff is informed and believes that his exercise of his right to protest Defendants'
19 discriminatory conduct towards Plaintiff was the motivating reason and/or factor in the decisions to
20 subject him to the aforementioned adverse employment actions.

21 99. Defendants violated the FEHA by retaliating against Plaintiff and constructively
22 terminating him for attempting to exercise his protected rights, as set forth hereinabove.

23 100. Plaintiff is informed and believes, and based thereon alleges, that the above acts of
24 retaliation committed by Defendants were done with the knowledge, consent, and/or ratification of, or
25 at the direction of, each other Defendant and the other Managers.

26 101. Each corporate Defendant – MPPR, WEST STREET, LIMITLESS, CZI, SQUARE
27 SEVEN, and ICONIQ – were joint employers of Plaintiff and/or knowingly aided and abetted and
28

1 substantially encouraged the unlawful discrimination committed by MPPR, LIMITLESS, and/or the
2 individual Defendants who were directors, managers, and supervisors of Corporate Defendants.

3 102. The above said acts of Defendants constitute violations of the FEHA, and were
4 proximate cause in Plaintiff's damage as stated below.

5 103. The foregoing conduct of Defendants individually, or by and through their managing
6 agents, was intended by Defendants to cause injury to Plaintiff or was despicable conduct carried on
7 by Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to
8 cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute malice,
9 oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an
10 amount appropriate to punish or make an example of Defendants.

11 104. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of
12 attorneys' fees and costs, including expert fees pursuant to the FEHA.

13 **FOURTH CAUSE OF ACTION**

14 **BY PLAINTIFF**

15 **FOR FAILURE TO PROVIDE REASONABLE ACCOMMODATION**

16 **IN VIOLATION OF GOV'T CODE § 12940 ET SEQ.**

17 **AGAINST CORPORATE DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

18 105. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as
19 though fully set herein.

20 106. At all times hereto, the FEHA, including in particular Government Code § 12940(m),
21 was in full force and effect and was binding upon Defendants. This subsection imposes a duty on
22 Defendants to make reasonable accommodation for the known physical disability of an employee.

23 107. At all relevant times, Plaintiff was a member of a protected class within the meaning of
24 particular Government Code §§ 12940(a) and 12986(1) *et seq.* because he had a perceived disability
25 and/or actual disability, and/or medical condition requiring accommodation and ongoing treatment,
26 that affected his major life activities, of which Defendants had both actual and constructive
27 knowledge.

1 108. At all times herein, Plaintiff was willing and able to perform the duties and functions of
2 the position in which he was employed, or could have performed the duties and functions of that
3 position with reasonable accommodations. At no time would the performance of the functions of the
4 employment position, with a reasonable accommodation for Plaintiff's disability or his disability as it
5 was perceived by Defendants, have been a danger to Plaintiff's or any other person's health or safety.
6 Accommodation of Plaintiff's disability or disability as it was perceived by Defendants would not
7 have imposed an undue hardship on Defendants. Defendants failed and refused to accommodate the
8 Plaintiff and failed to engage in the interactive process with Plaintiff.

9 109. Each corporate Defendant – MPPR, WEST STREET, LIMITLESS, CZI, SQUARE
10 SEVEN, and ICONIQ – were joint employers of Plaintiff and/or knowingly aided and abetted and
11 substantially encouraged the unlawful discrimination committed by MPPR, LIMITLESS, and/or the
12 individual Defendants who were directors, managers, and supervisors of Corporate Defendants.

13 110. The above said acts of Defendants constitute violations of the FEHA, and were a
14 proximate cause in Plaintiff's damage as stated below.

15 111. The damage allegations of the paragraphs above, inclusive, are herein incorporated by
16 reference.

17 112. The foregoing conduct of Defendants individually, or by and through their managing
18 agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct
19 carried on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or
20 subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, such as to
21 constitute malice, oppression, or fraud under Civil Code § 3294, thereby entitling Plaintiff to punitive
22 damages in an amount appropriate to punish or make an example of Defendants.

23 113. Pursuant to Government Code § 12965(b), Plaintiff requests a reasonable award of
24 attorneys' fees and costs, including expert fees pursuant to the FEHA.

FIFTH CAUSE OF ACTION
BY PLAINTIFF
FOR FAILURE TO ENGAGE IN A GOOD FAITH INTERACTION PROCESS
IN VIOLATION OF GOV'T CODE §§ 12940 *ET SEQ.*
AGAINST CORPORATE DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE

114. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as though fully set herein.

115. At all times hereto, the FEHA, including in particular Government Code § 12940(n), was in full force and effect and was binding upon Defendants. This subsection imposes a duty on Defendants to engage in a timely, good faith, interactive process with the employee to determine effective reasonable accommodations, if any, in response to a request for reasonable accommodation by an employee with a known disability or known medical condition.

116. At all relevant times, Plaintiff was a member of a protected class within the meaning of particular Government Code §§ 12940(a) and 12986(1) et seq. because he had a disability, perceived disability, and/or medical condition requiring accommodation and ongoing treatment, that affected his major life activities, of which Defendants had both actual and constructive knowledge.

117. Plaintiff requested multiple accommodations from Defendants, triggering Defendants' obligation to engage in the interactive process with Plaintiff, but at all times herein, Defendants failed and refused to do so.

118. Each corporate Defendant – MPPR, WEST STREET, LIMITLESS, CZI, SQUARE SEVEN, and ICONIQ – were joint employers of Plaintiff and/or knowingly aided and abetted and substantially encouraged the unlawful discrimination committed by MPPR, LIMITLESS, and/or the individual Defendants who were directors, managers, and supervisors of Corporate Defendants.

119. The above said acts of Defendants constitute violations of the FEHA, and were a proximate cause in Plaintiff's damage as stated below.

120. The damage allegations of the paragraphs above inclusive, are herein incorporated by reference.

121. The foregoing conduct of Defendants individually, or by and through their managing agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

122. Pursuant to Government Code § 12965(b), Plaintiff requests a reasonable award of attorneys' fees and costs, including expert fees pursuant to the FEHA.

FOR SIXTH CAUSE OF ACTION

BY PLAINTIFF

FOR FAILURE TO PREVENT DISCRIMINATION, HARASSMENT AND RETALIATION

IN VIOLATION OF GOV'T CODE § 12940(k)

AGAINST CORPORATE DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE

123. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as though fully set herein.

124. At all times hereto, the FEHA, including in particular Government Code § 12940(k), was in full force and effect and was binding upon Defendants. This subsection imposes a duty on Defendants to take all reasonable steps necessary to prevent discrimination, harassment and retaliation from occurring. As alleged above, Defendants violated this subsection and breached their duty by failing to take all reasonable steps necessary to prevent discrimination, harassment and retaliation from occurring.

125. Each corporate Defendant – MPPR, WEST STREET, LIMITLESS, CZI, SQUARE SEVEN, and ICONIQ – were joint employers of Plaintiff and/or knowingly aided and abetted and substantially encouraged the unlawful discrimination committed by MPPR, LIMITLESS, and/or the individual Defendants who were directors, managers, and supervisors of Corporate Defendants.

126. The above said acts of Defendants constitute violations of the FEHA, and were proximate causes in Plaintiff's damage as stated below.

1 127. The foregoing conduct of Defendants individually, or by and through their managing
2 agents, was intended by Defendants to cause injury to Plaintiff or was despicable conduct carried on
3 by Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to
4 cruel and unjust hardship in conscious disregard of Plaintiff's rights, such as to constitute malice,
5 oppression, or fraud under Civil Code § 3294, thereby entitling Plaintiff to punitive damages in an
6 amount appropriate to punish or make an example of Defendants.

7 128. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of
8 attorneys' fees and costs, including expert fees pursuant to the FEHA.

9 **SEVENTH CAUSE OF ACTION**

10 **BY PLAINTIFF**

11 **FOR DECLARATORY JUDGMENT**

12 **AGAINST CORPORATE DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

13 129. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as
14 though fully set herein.

15 130. Government Code §12920 sets forth the public policy of the State of California as
16 follows:

17 It is hereby declared as the public policy of this state that it is necessary to
18 protect and safeguard the right and opportunity of all persons to seek,
19 obtain, and hold employment without discrimination or abridgment on
20 account of race, religious creed, color, national origin, ancestry, physical
disability, mental disability, medical condition, genetic information,
marital status, sex, gender, gender identity, gender expression, age, or
sexual orientation.

21 It is recognized that the practice of denying employment opportunity and
22 discriminating in the terms of employment for these reasons foments
23 domestic strife and unrest, deprives the state of the fullest utilization of its
24 capacities for development and advancement, and substantially and
adversely affects the interests of employees, employers, and the public in
general.

25 Further, the practice of discrimination because of race, color, religion, sex,
26 gender, gender identity, gender expression, sexual orientation, marital
27 status, national origin, ancestry, familial status, source of income,
disability, or genetic information in housing accommodations is declared
to be against public policy.

28 It is the purpose of this part to provide effective remedies that will
eliminate these discriminatory practices.

1 This part shall be deemed an exercise of the police power of the state for
2 the protection of the welfare, health, and peace of the people of this state.

3 131. Government Code §12920.5 embodies the intent of the California legislature and
4 states:

5 In order to eliminate discrimination, it is necessary to provide effective
6 remedies that will both prevent and deter unlawful employment practices
7 and redress the adverse effects of those practices on aggrieved persons. To
8 that end, this part shall be deemed an exercise of the Legislature's
9 authority pursuant to Section 1 of Article XIV of the California
10 Constitution.

11 132. Moreover, Government Code §12921, subdivision (a) says in pertinent part:

12 The opportunity to seek, obtain, and hold employment without
13 discrimination because of race, religious creed, color, national origin,
14 ancestry, physical disability, mental disability, medical condition, genetic
15 information, marital status, sex, gender, gender identity, gender
16 expression, age, or sexual orientation is hereby recognized as and declared
17 to be a civil right.

18 133. An actual controversy has arisen and now exists between Plaintiff and Defendants
19 concerning their respective rights and duties as it is believed that Defendants may allege that they did
20 not discriminate, harass or retaliate against Plaintiff; that Plaintiff was not terminated as a result of
21 engagement in protected activity, actual or perceived disability, medical condition, gender identity or
22 expression, sex – gender and sexual orientation and/or some combination of these protected
23 characteristics. Plaintiff contends that Defendants did discriminate, harass and retaliate against him
24 based upon a engagement in protected activity, actual or perceived disability, medical condition,
25 gender identity or expression, sex – gender and sexual orientation, and/or some combination of these
26 protected characteristics; and that he was ultimately wrongfully terminated as a result of these
27 protected characteristics. Plaintiff is informed and believes, and on that basis alleges, that Defendants
28 shall dispute Plaintiff's contentions.

134. Pursuant to Code of Civil Procedure § 1060, Plaintiff desires a judicial determination
of his rights and duties, and a declaration that Defendants discriminated against him based upon a
engagement in protected activity, actual or perceived disability, medical condition, gender identity or
expression, sex – gender and sexual orientation, and/or some combination of these protected
characteristics.

1 135. Pursuant to Code of Civil Procedure § 1060, Plaintiff desires a judicial determination
2 of his rights and duties, and a declaration that Defendants harassed him based upon a engagement in
3 protected activity, actual or perceived disability, medical condition, gender identity or expression, sex
4 – gender and sexual orientation, and/or some combination of these protected characteristics.

5 136. Pursuant to Code of Civil Procedure § 1060, Plaintiff seeks a judicial determination of
6 his rights and duties, and a declaration that his engagement in protected activity, actual or perceived
7 disability, medical condition, gender identity or expression, sex – gender and sexual orientation,
8 and/or some combination of these protected characteristics were substantial motivating factors in the
9 decisions to subject him to the aforementioned adverse employment actions.

10 137. A judicial declaration is necessary and appropriate at this time under the circumstances
11 in order that Plaintiff, for himself and on behalf of employees in the State of California and in
12 conformity with the public policy of the State, obtain a judicial declaration of the wrongdoing of
13 Defendants and to condemn such discriminatory employment policies or practices prospectively.
14 *Harris v. City of Santa Monica* (2013) 56 Cal.4th 203.

15 138. A judicial declaration is necessary and appropriate at this time such that Defendants
16 may also be aware of their obligations under the law to not engage in discriminatory practices and to
17 not violate the law in the future.

18 139. Government Code § 12965(b) provides that an aggrieved party, such as Plaintiff
19 herein, may be awarded reasonable attorney's fees and costs: "In civil actions brought under this
20 section, the court, in its discretion, may award to the prevailing party, including the department,
21 reasonable attorney's fees and costs, including expert witness fees." Such fees and costs expended by
22 an aggrieved party may be awarded for the purpose of redressing, preventing, or deterring
23 discrimination and harassment.

1 **EIGHTH CAUSE OF ACTION**

2 **BY PLAINTIFF**

3 **FAILURE TO PAY WAGES DUE**

4 **AGAINST ZUCKERBERG, CHAN, CORPORATE DEFENDANTS,**

5 **AND DOES 1 THROUGH 20, INCLUSIVE**

6 140. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as
7 though fully set herein.

8 141. At all relevant times, Defendants failed and refused to pay Plaintiff wages earned and
9 required by 8 Code of Regulations § 11150(3)(C), as set forth hereinabove. As alleged herein,
10 Plaintiff was not paid overtime premium compensation, an additional hour compensation at his
11 regularly hourly rate for each day on which he was not provided a statutory rest/meal period, and all
12 wages for hours worked beyond eight in a day.

13 142. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §
14 510, 8 Code of Regulations § 11150, and Industrial Welfare Commission Order No. 15-2001.

15 143. Plaintiff has been deprived of his rightfully earned compensation as a direct and
16 proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to
17 recover such amounts, plus interest thereon, attorneys' fees and costs.

18 **NINTH CAUSE OF ACTION**

19 **BY PLAINTIFF**

20 **FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§ 510, 1194)**

21 **AGAINST ZUCKERBERG, CHAN, CORPORATE DEFENDANTS, AND DOES 1 THROUGH**
22 **20, INCLUSIVE**

23 144. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as
24 though fully set herein.

25 145. Labor Code § 510 requires employers to pay their non-exempt employees one and one-
26 half times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day,
27 or 40 hours per week, and double their regular hourly rate (double-time) for all hours worked in
28 excess of twelve hours in a single day. It also requires employers to pay their non-exempt employees

1 overtime compensation for the first eight hours of work done on the seventh consecutive day of work
2 done in any work week, and double-time compensation for any work done beyond the first eight hours
3 on the seventh consecutive day of work.

4 146. Labor Code § 558(a) requires that any person acting on behalf of an employer who
5 violates, or causes to be violated, overtime rules pay a civil penalty in the amount of \$50 for each
6 underpaid employee for each pay period in which the employee was underpaid in addition to an
7 amount sufficient to recover underpaid wages. Also, Labor Code § 558(a) for each subsequent
8 violation, the person acting on behalf of an employer is liable in the amount of \$100 for each
9 underpaid employee for each pay period for which the employee was underpaid in addition to an
10 amount sufficient to recover the underpaid wages.

11 147. At all relevant times, Defendants required Plaintiff to work more than eight hours per
12 day and/or more than 40 hours per workweek. Plaintiff estimates that, on average, he worked
13 approximately 60-65 hours per workweek, an average which does not include time-sensitive projects
14 that required even longer hours and workdays. Plaintiff should have been compensated for this time at
15 1.5 times Plaintiff's hourly wage, or \$130.50. Therefore, for the hours of overtime worked by Plaintiff
16 during this time period, Plaintiff was underpaid at the rate of \$43.50 per hour.

17 148. At all relevant times, Defendants failed and refused to pay Plaintiff all the overtime
18 compensation required by Labor Code § 510, 8 Code of Regulations § 11150, and Industrial Welfare
19 Commission Order No. 15-2001.

20 149. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of Labor
21 Code § 510, 8 Code Regulations § 11150, and Industrial Welfare Commission Order No. 15-2001.

22 150. In addition to the above withheld overtime wages, Plaintiff is entitled to civil penalties
23 in this amount stated above based upon Defendant's underpayment of overtime wages. Defendants
24 violated Labor Code § 558 on each of the past approximate 58 pay periods, the first of which
25 Defendants are penalized \$50.00, and the remainder of which Defendants are penalized \$100.00 each.

26 151. Plaintiff has been deprived of his rightfully earned overtime compensation as a direct
27 and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled
28 to recover such amounts, plus interest thereon, attorneys' fees, and costs.

1 **TENTH CAUSE OF ACTION**

2 **BY PLAINTIFF**

3 **FAILURE TO PROVIDE REST PERIODS (CAL. LABOR CODE § 226.7)**

4 **AGAINST ZUCKERBERG, CHAN, CORPORATE DEFENDANTS,**

5 **AND DOES 1 THROUGH 20, INCLUSIVE**

6 152. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as
7 though fully set herein.

8 153. Labor Code § 226.7 requires an employer to provide every employee with an
9 uninterrupted rest period of not less than ten minutes, for every period worked in excess of three-and-
10 a-half (3 ½) hours; a second uninterrupted rest period of not less than ten minutes for every period
11 worked in excess of six (6) hours, and a third uninterrupted rest period of not less than ten minutes for
12 every period worked in excess of ten hours in a day.

13 154. From January 2017 through on or about March 2019, Plaintiff regularly worked in
14 excess of three-and-a-half hours per day without being provided a rest period in which he was relieved
15 of all duties for at least ten minutes, in excess of six hours in a day without being provided a second
16 rest period in which he was relieved of all duties for at least ten minutes, and in excess of ten hours in
17 a day without being provided a third rest period in which he was relieved of all duties for at least ten
18 minutes.

19 155. As alleged herein, Plaintiff is not exempt from the rest breaks requirements of 8 Code
20 of Regulations § 11150 and Industrial Welfare Commission Order No. 15-2001. Consequently,
21 Plaintiff is owed one hour of pay at his regular hourly rate for each day that he was denied such rest
22 periods.

23 156. Plaintiff is also entitled to recover penalties pursuant to Labor Code §226.7(b), plus
24 interest thereon and costs of suit.

ELEVENTH CAUSE OF ACTION
BY PLAINTIFF
FAILURE TO PROVIDE MEAL PERIODS
AGAINST ZUCKERBERG, CHAN, CORPORATE DEFENDANTS,
AND DOES 1 THROUGH 20, INCLUSIVE

157. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as though fully set herein.

158. Labor Code § 226.7 requires an employer to provide every employee with a meal period in which they are relieved of all duties for at least thirty minutes for every period worked in excess of five hours and a second uninterrupted meal period of not less than thirty minutes for every period worked in excess of ten hours.

159. From January 2017 through on or about March 2019, Plaintiff regularly worked in excess of five hours per day without being provided a meal period in which he was relieved of all duties for at least thirty minutes and in excess of ten hours in a day without being provided a second meal period in which he was relieved of all duties for at least thirty minutes.

160. As alleged herein, Plaintiff is not exempt from the rest breaks requirements of 8 Code of Regulations §11150 and Industrial Welfare Commission Order No. 15-2001. Consequently, Plaintiff is owed one hour of pay at his regular hourly rate for each day that he was denied such meal periods.

161. Plaintiff is also entitled to recover penalties pursuant to Labor Code §226.7(b), plus interest thereon and costs of suit.

TWELFTH CAUSE OF ACTION
BY PLAINTIFF
FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS
(CAL LABOR CODE § 226, ET SEQ.)
AGAINST ZUCKERBERG, CHAN, CORPORATE DEFENDANTS,
AND DOES 1 THROUGH 20, INCLUSIVE

162. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as though fully set herein.

163. Pursuant to Labor Code §§ 226 and 1174, employers have a duty to provide their non-exempt employees with itemized statements showing total hours worked, hourly wages, gross wages, total deductions and net wages earned. An employer who violates these code sections is liable to its employees for the greater of actual damages suffered by the employee, or \$50 in civil penalties for the initial pay period in which a violation occurred, and \$100 per employee for each subsequent pay period, up to a statutory maximum of \$4,000.00. In addition thereto, pursuant to Labor Code § 226.3, an employer who willfully violates Labor Code § 226 is subject to a \$250 civil penalty for the initial pay period in which a violation occurred, and \$1,000 per employee for each subsequent pay period, with no maximum.

164. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate wage and hour statements showing gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and rates in effect during each pay period and the corresponding number of hours worked at each hourly rate by Plaintiff. Defendants knowingly and intentionally, not inadvertently, failed to provide Plaintiff with such paystubs.

165. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code § 226.

166. This failure has injured Plaintiff, by misrepresenting and depriving him of hour, wage, and earnings information to which he is entitled, causing him difficulty and expense in attempting to reconstruct time and pay records, causing him not to be paid wages he is entitled to, causing him to rely on inaccurate earnings statements in dealings with third parties, eviscerating his right under Labor

1 Code § 226(b) to review itemized wage statement information by inspecting the employer's
2 underlying records, and deceiving him regarding his entitlement to overtime and rest period wages.

3 167. From January 2017 through on or about March 2019, approximately 117 weeks,
4 Plaintiff was paid bi-weekly, and therefore Defendants violated Labor Code § 226 approximately 58
5 times during this time period. Consequently, Defendants are liable to Plaintiff for \$4,000.00, the
6 statutory maximum, in damages for his injuries.

7 168. This failure has injured Plaintiff, by misrepresenting and depriving him of hour, wage,
8 and earnings information to which he is entitled, causing him difficulty and expense in attempting to
9 reconstruct time and pay records, causing him not to be paid wages he is entitled to, causing him to
10 rely on inaccurate earnings statements in dealings with third parties, eviscerating his right under Labor
11 Code § 226(b) to review itemized wage statement information by inspecting the employer's
12 underlying records, and deceiving him regarding his entitlement to overtime, and rest period wages,
13 and causing Plaintiff actual injuries in excess of the \$4,000.00 statutory maximum to be shown
14 according to proof at trial.

15 169. In addition thereto, Plaintiff is entitled civil penalties pursuant to Labor Code § 226.3.
16 Based on Defendants' conduct as alleged herein, Defendants are liable for damages and statutory
17 penalties pursuant to Labor Code § 226, civil penalties pursuant to Labor Code § 226.4, and other
18 applicable provisions, as well as attorneys' fees and costs.

19 **THIRTEENTH CAUSE OF ACTION**

20 **BY PLAINTIFF**

21 **WAITING TIME PENALTIES (CAL LABOR CODE §§ 201-203)**

22 **AGAINST ZUCKERBERG, CHAN, CORPORATE DEFENDANTS,**

23 **AND DOES 1 THROUGH 20, INCLUSIVE**

24 170. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as
25 though fully set herein.

26 171. At all relevant times, Defendants failed to pay all of the Plaintiff's accrued wages and
27 other compensation due immediately upon termination or within seventy-two hours of resignation, as
28 required. These wages refer to, at a minimum, unpaid wages, overtime compensation, and rest period

1 compensation that Defendants should have paid, but did not pay to Plaintiff during the term of her
2 employment and which were, at the latest, due within the time restraints of Labor Code §§ 201-203.

3 172. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§ 201-
4 203.

5 173. As a direct and proximate result of Defendants' willful failure to pay these wages,
6 Plaintiff is entitled to payment of his overtime and rest periods as previously pleaded herein, and wait
7 time penalties.

8 174. Based on Defendants' conduct as alleged herein, Defendants are liable for statutory
9 penalties pursuant to Labor Code § 203 and other applicable provisions, as well as attorneys' fees and
10 costs.

11 **FOURTEENTH CAUSE OF ACTION**

12 **BY PLAINTIFF**

13 **UNFAIR COMPETITION (CAL. BUS. & PROF. CODE § 17200)**

14 **AGAINST CORPORATE DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

15 175. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as
16 though fully set herein.

17 176. Defendants' violations of 8 Code of Regulations § 11150, Industrial Welfare
18 Commission Order No. 15-2001, Labor Code §§ 201, 203, 226, 226.7, 510, 512, and other applicable
19 provisions, as alleged herein, including Defendants' maintenance of unlawful harassing,
20 discriminatory, retaliatory workplace policies and practices; Defendants' failure and refusal to pay
21 wages, overtime wages; Defendants' failure to provide rest breaks; Defendants' failure to provide
22 timely and accurate wage and hour statements, Defendants' failure to pay compensation due in a
23 timely manner upon termination or resignation, and Defendants' failure to maintain complete and
24 accurate payroll records for the Plaintiff, constitute unfair business practices in violation of Business
25 & Professions Code §§ 17200, et seq.

26 177. As a result of Defendants' unfair business practices, Defendants have reaped unfair
27 benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be
28 made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

178. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore to the Plaintiff the overtime compensation and other monies and benefits unlawfully withheld from her.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks judgment against Defendants and DOES 1 through 20, each of them, in an amount according to proof, as follows:

1. For a money judgment representing compensatory damages including lost wages, earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money, together with interest on these amounts; for other special damages; and for general damages for mental pain and anguish and emotional distress in an amount to be proven at trial;

2. For prejudgment interest on each of the foregoing at the legal rate from the date the obligation became due through the date of judgment in this matter;

3. For a declaratory judgment reaffirming Plaintiff's equal standing under the law and condemning Defendants' discriminatory practices;

4. For injunctive relief barring Defendants' discriminatory employment policies and practices in the future and reinstating Plaintiff to his position;

5. For payment of unpaid overtime compensation pursuant to Labor Code §§ 510, 558, and Industrial Welfare Commission Order No. 15-2001, in an amount to be proven at trial;

6. For payment of rest period compensation pursuant to Labor Code §226.7, in an amount to be proven at trial;

7. For statutory penalties or damages pursuant to Labor Code §558(a), in an amount to be proven at trial;

8. For statutory penalties or damages pursuant to Labor Code § 226 in the amount of no less than \$4,000.00;

9. For statutory penalties or damages pursuant to Labor Code § 226.3 in an amount to be proven at trial;

1 10. For statutory penalties pursuant to Labor Code § 2699(f), in the amount to be determined
2 at the time of trial;

3 11. For waiting time penalties pursuant to Labor Code §§ 201-203 in an amount to be proven
4 at trial;

5 12. For statutory penalties pursuant to Labor Code § 1198.5, for no less than \$750.00; and

6 13. For statutory penalties pursuant to Labor Code § 226(c)(f), for no less than \$750.00.

7 **WHEREFORE**, Plaintiff seeks judgment against Defendants and DOES 1 through 20, each of
8 them, as follows:

9 1. For punitive damages, pursuant to Civil Code §3294 in an amount sufficient to punish
10 Defendants for the wrongful conduct alleged herein and to deter such conduct in the future, as to all
11 Defendants;

12 2. For costs of suit, attorneys' fees, and expert witness fees pursuant to the FEHA, the Labor
13 Code, the Civil Code, and/or any other basis, as to all Defendants;

14 3. For post-judgment interest, as to all Defendants; and

15 4. For any other relief that is just, proper, and herein pleaded, as to all Defendants.

16 DATED: September 20, 2021

EMPLOYEE JUSTICE LEGAL GROUP, P.C.

17
18 By: 

Kaveh S. Elihu, Esq.
Colleen M. Mullen, Esq.
Attorneys for Plaintiff

19
20 **JURY TRIAL DEMANDED**

21 Plaintiff demands trial of all issues by jury.

22 DATED: September 20, 2021

EMPLOYEE JUSTICE LEGAL GROUP, P.C.

23
24 By: 

Kaveh S. Elihu, Esq.
Colleen M. Mullen, Esq.
Attorneys for Plaintiff